REMARKS

Claims 13, 15-18, and 20-22 were rejected and remain pending. Reconsideration and allowance are respectfully requested.

Claim Rejections – 35 USC § 103

Claims 13, 16-18, and 20 were rejected under 35 U.S.C. 103(a) as being unpatentable over Anderson et al. (U.S. Patent 5,774,883) ("Anderson") in view of K. McCormally ("What to know when you lease a car") ("McCormally"). This rejection is respectfully traversed and reconsideration is requested.

Claim 13 is directed to a method for selecting the lease program that generates the largest profit for each of several vehicles. A target monthly payment is received, along with an amount of cash available for lease inception fees and financial information about a customer. A database is accessed which contains information about several lease programs. For each vehicle, a profit which each lease program generates is calculated based on the target monthly payment, the amount of cash available for lease inception fees, and the financial information about the customer. The calculated profits are compared and the lease program that generates the highest calculated profit is selected for each vehicle.

The Examiner has repeatedly recognized that Andersen does not disclose a fundamental feature of Claim 13 -- selecting the most profitable lease program based on a target monthly payment. *See* Office Action mailed August 29, 2008 at p. 4 ("Anderson does not specifically disclose receiving an input representing a target monthly payment amount and where the target monthly payment is used in calculations for identifying the highest profit"); Office Action mailed January 9, 2008 at p. 5 ("Andersen does not specifically disclose receiving a first input representing a target monthly payment amount") and p. 7 ("Andersen does not specifically disclose receiving a first input representing a target monthly payment amount"); Office Action mailed July 5, 2007 at p. 6 ("Andersen does not specifically disclose receiving a first input representing a target monthly payment amount"). The Examiner nevertheless urges that this fundamental

feature of claim 1 was taught by McCormally. This is not correct. To the contrary, McCormally teaches away from it.

McCormally points out that a buyer can be "taken for a ride" if the buyer focuses too much on just the monthly payment. McCormally warns that unscrupulous dealers can make significantly more profit under the guise of lower monthly payments by altering one of "three key components" of the lease which most buyers do not understand: capitalized cost (purchase price), residual (trade-in) value, and/or lease (interest) rate. McCormally therefore urges the buyer "to compare me with the other dealers on the details" of the lease (i.e., not merely the monthly payment) to insure that the buyer gets the best deal.

Significantly, however, this disclosure in no way, shape, or form makes up for the substantial deficiencies of Anderson.

There are actually two relevant parts of McCormally. First, McCormally discloses that a dealer can increase its profit by making appropriate adjustments to the capitalized cost (purchase price), residual (trade-in) value, and/or lease (interest) rate of the lease. However, this does not involve "calculating a profit generated by each of [a] plurality of lease programs for the vehicle based on the target monthly payment," "comparing the calculated profit generated by each of the plurality of lease programs for the vehicle," or "selecting the lease program from the plurality of lease programs that generates the highest calculated profit for each of the vehicles," all as required by claim 13. It merely involves altering the parameters of the same lease program.

The other relevant part of McCormally is the recommendation that a buyer compare details of lease offerings by different dealers. However, this process results in the selection of the least profitable lease program– exactly opposite of what claim 13 requires.

Claim 16 is a computer-readable storage media counterpart to method claim 13. It is patentable in view of the applied references for the same reasons as discussed above in connection with Claim 13.

Claim 18 is similar to claim 13, but requires the method to be "identifying . . . the lease program generating the highest profit for each of [a plurality] of monthly payment amounts" (emphasis added). Again, the Examiner has repeatedly recognized that Anderson does not even calculate profits based on a monthly payment amount, let alone for different monthly amounts. Although the Examiner contends that McCormally makes up for this difference, McCormally in fact does not. As explained above in connection with claim 13, McCormally discloses that dealers make adjustments to the same lease program to maximize profit, not that they look at the profitability of different lease programs, let alone based on a plurality of different monthly payment amounts. McCormally also urges buyers to select the least profitable lease program, which is exactly opposite of what this claim requires. McCormally also does not touch upon the additional requirement in Claim 18 that the most profitable lease program for a plurality of monthly payment amounts be identified.

Claim 20 is a computer system counterpart to method claim 13. It is patentable in view of the applied references for the same reasons as discussed above in connection with claim 13.

Claim 21 is a computer-readable storage media counterpart to method claim 18. It is patentable in view of the applied references for the same reasons as discussed above in connection with claim 18.

Claims 16, 20, and 21 are further distinguishable from McCormally because nowhere does McCormally suggest that any of its disclosed processes be implemented by software (claims 16 and 21) or a computer system (claim 20). Further, the Examiner has not offered any reason as to why either of these additional differences were merely obvious differences. Thus, a *prima facie* showing of obviousness has not been

established in connection with these claims, even if McCormally did disclose what the Examiner contends (which, as explained above, he does not).

Claims 17 is dependent upon claim 13 and claim 22 is dependent upon claim 18. Claims 17 and 22 are therefore patentable in view of the applied references for the same reasons as discussed above in connection with these independent claims.

Claim 15 was rejected under 35 U.S.C. 103(a) as being unpatentable over Anderson in view of B.A. Goodman ("I saved $3,000 on a car lease, so can you") ("Goodman") ("McCormally"). This rejection is respectfully traversed and reconsideration is requested.

Claim 15 is similar to claim 13, but requires a computer system that is configured to identify which of several lease programs generates a target profit with the lowest monthly payment.

As recognized by the Examiner, Anderson does not disclose such a system. To the contrary, Anderson teaches away from this innovative concept by teaching that the computer system should identify the most profitable lease program, not the lease program which provides the buyer with the lowest monthly payment. *See, e.g.,* Col. 3, lines 11-19.

The Examiner nevertheless urges that Goodman teaches exactly that from which Anderson teaches away -- identifying which of several lease programs generates a target profit with the lowest monthly payment. Applicant has carefully reviewed Goodman and is unable find any teaching which is even close.

About the most relevant teaching that Applicant can find in Goodman is the statement on page 1 that "dealers often accept as little as 3% to 5% profit." However, there is absolutely no disclosure or suggestion in Goodman that a dealer should take time to identify which of several lease programs generates a target profit with the lowest monthly payment. Indeed, Applicant could not even find any suggestion in Goodman that different lease programs should even be considered.

There is simply nothing in either Anderson or Goodman, either alone or in combination, that renders claim 15 unpatentable. To the contrary, Anderson clearly teaches away from this claimed combination.

CONCLUSION

For the foregoing reasons, it is respectfully submitted that this application is now in condition for allowance and early notice of the same is earnestly requested.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper or any other paper or matter in this application, including extension of time fees, to Deposit Account 501946, and please credit any excess fees to such deposit account.

Respectfully submitted,

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